

THE TENNESSEE REGULATORY AUTHORITY

AT NASHVILLE, TENNESSEE

December 1, 2004

IN RE:

ALLEGED VIOLATIONS OF TENN. CODE
ANN. § 65-4-401 *et seq.*, DO-NOT-CALL SALES
SOLICITATION LAW, AND RULES OF
TENNESSEE REGULATORY AUTHORITY,
CHAPTER 1220-4-11, BY CHRISTOPHER JAMES
FISCHER D/B/A SATELLITE SOLUTIONS

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)
) DOCKET NO.
) 04-00234
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ORDER APPROVING SETTLEMENT AGREEMENT

This matter came before Director Deborah Taylor Tate, Director Sara Kyle, and Director Ron Jones of the Tennessee Regulatory Authority (the "Authority" or "TRA"), the voting panel assigned to this docket, at a regularly scheduled Authority Conference held on October 11, 2004, for consideration of a proposed Settlement Agreement between the Consumer Services Division of the TRA (the "CSD") and Christopher James Fischer d/b/a Satellite Solutions ("Satellite Solutions") related to alleged violations of the Tennessee Do-Not-Call Telephone Sales Solicitation statutes.¹ The proposed Settlement Agreement is attached hereto as Exhibit A.

Tenn Code Ann § 65-4-404 and Tenn. Comp. R. & Regs. 1220-4-11- 07(1) prohibit persons and entities from knowingly making or causing to be made telephone sales solicitation calls to any residential subscribers in this state who have given timely and proper notice to the Authority of their objection to receiving telephone solicitations. Tenn. Code Ann. § 65-4-405(d) requires persons or entities desiring to make telephone solicitations to residential subscribers to register in the Do-Not-Call program. Tenn Code Ann § 65-4-405(f) authorizes the Authority to

¹ See Tenn Code Ann § 65-4-401 *et seq*

initiate proceedings relative to violations of the Do-Not-Call statutes and the TRA rules and regulations promulgated pursuant to the Do-Not-Call statutes² “Such proceedings include without limitation proceedings to issue a cease and desist order, to issue an order imposing a civil penalty up to a maximum of two thousand dollars (\$2,000) for each knowing violation and to seek additional relief in any court of competent jurisdiction.”³

The CSD’s investigation in this docket centered on thirty-five (35) complaints it received between March 8 and April 12, 2004 alleging that the complainants, individuals properly listed on the Do-Not-Call register, received telephone solicitations from Satellite Solutions. Upon receiving these complaints, the CSD provided Satellite Solutions with notice of the allegations.

The proposed Settlement Agreement was negotiated as a result of the CSD’s investigation into the complaints against Satellite Solutions. In negotiating the terms and conditions of this Settlement Agreement, the CSD took into consideration the factors set forth in Tenn. Code Ann. § 65-4-116(b), as reflected in the proposed Settlement Agreement.

Tenn. Code Ann. § 65-4-116(b) provides:

In determining the amount of the penalty, the appropriateness of the penalty to the size of the business of the person, firm or corporation charged, the gravity of the violation and the good faith of the person, firm or corporation charged in attempting to achieve compliance, after notification of a violation, shall be considered. The amount of the penalty, when finally determined, may be deducted from any sums owing by the state to the person, firm or corporation charged or may be recovered in a civil action in the courts of this state.

Satellite Solutions is no longer in operation. It was operated by Christopher James Fischer as a sole proprietorship. The terms of the proposed Settlement Agreement require that a penalty in the amount of five thousand dollars (\$5000) be paid by Christopher James Fischer d/b/a Satellite Solutions in two equal installments to the TRA

² See Tenn. Comp. R. & Regs. 1220-4-11-01 *et seq.*

³ Tenn. Code Ann. § 65-4-405(f)

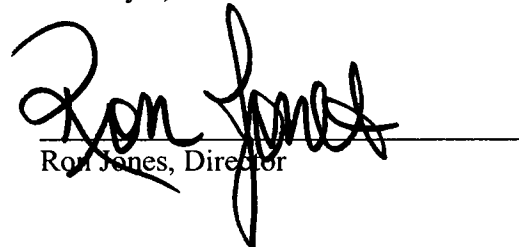
Counsel for Mr. Fischer, Mr. Henry Walker, participated during the Authority Conference on October 11, 2004. Following a discussion with the parties and a review of the Settlement Agreement, the panel voted unanimously to accept and approve the Settlement Agreement.

IT IS THEREFORE ORDERED THAT:

1. The Settlement Agreement, attached hereto as Exhibit A, is accepted and approved and is incorporated into this Order as if fully rewritten herein.
2. The amount of five thousand dollars (\$5,000) shall be paid by Christopher James Fischer d/b/a Satellite Solutions to the TRA in two installments of two thousand five-hundred dollars (\$2,500) each. The first payment will be made on or before December 31, 2004. The remaining two thousand five-hundred dollars (\$2,500) will be made on or before June 30, 2005.
3. Upon payment of the amount of five thousand dollars (\$5,000) and compliance with the terms of the Settlement Agreement attached hereto, Satellite Solutions is excused from further proceedings in this matter; provided that, in the event of any failure on the part of Christopher Fischer d/b/a Satellite Solutions to comply with the terms and conditions of the Settlement Agreement, the Authority reserves the right to re-open this docket.


Deborah Taylor Tate, Director


Sara Kyle, Director


Ron Jones, Director

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BEFORE THE TENNESSEE REGULATORY AUTHORITY JUNE 11 AM 11:08

NASHVILLE, TENNESSEE

T.R.A. DOCKET ROOM

IN RE:

ALLEGED VIOLATIONS OF TENN
CODE ANN. §65-4-401 *et seq.*, DO-NOT-
CALL SALES SOLICITATION LAW,
AND RULES OF TENNESSEE
REGULATORY AUTHORITY,
CHAPTER 1220-4-11, BY

CHRISTOPHER JAMES FISCHER D/B/A
SATELLITE SOLUTIONS

TRA DOCKET NO. 04-00234

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Christopher James Fischer d/b/a Satellite Solutions ("Satellite Solutions"). This Settlement Agreement encompasses all thirty-five (35) complaints received by the CSD from March 8, 2004 through April 12, 2004 alleging that Satellite Solutions violated the Tennessee Do-Not-Call Telephone Solicitation law, TENN. CODE ANN § 65-4-401 *et seq.*, and its concomitant regulations.

The state Do-Not-Call statutes prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving

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The state Do-Not-Call statutes prohibit persons from knowingly making or causing to be made telephone sales solicitation calls to residential subscribers in this state who have given timely and proper notice to the TRA of their objection to receiving

telephone solicitations. Upon receiving these complaints, the CSD provided Satellite Solutions with notice of the alleged violations.

In an effort to resolve these complaints and other complaints, whether known or unknown by the CSD, occurring prior to the execution of this Settlement Agreement, the CSD and Satellite Solutions have agreed to settle this matter based upon the terms set forth below, subject to approval by the Directors of the TRA.

In negotiating this Settlement Agreement, CSD has relied upon the factors stated in Tenn. Code Ann. § 65-4-116(b), including the defendant's size, financial status, good faith, and the gravity of the violations. Christopher Fischer operated a sole proprietorship doing business as "Satellite Solutions." As a direct result of these complaints to the TRA and other states, Satellite Solutions has lost its telemarketing contracts and is no longer in operation. Mr. Fischer is required to pay this settlement amount and settlement amounts in other states from his personal resources. Finally, the CSD notes that the TRA has received no complaints against Satellite Solutions from Tennessee consumers since April 12, 2004 and that Mr. Fischer has cooperated with the CSD in this investigation. Taking all of these factors into account, the parties agree to the following:

1. Mr. Fischer does not contest the allegations in the complaints.
2. Mr. Fischer agrees to pay five thousand dollars (\$5,000.00) in full settlement of all violations and complaints, whether known or unknown by the CSD, which occurred prior to the execution of this Settlement Agreement. The first installment of \$2,500

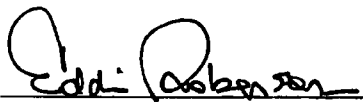
will be remitted to the Office of the Chairman of the TRA no later than December 31, 2004.¹ The remaining \$2,500 shall be remitted no later than June 30, 2005

- 3 Mr. Fischer agrees not to engage in any telemarketing business where he has any direct or indirect ownership for thirty-six (36) months from the settlement date.
- 4 Mr. Fischer agrees to comply with all provisions of the Tennessee Do-Not-Call Telephone Sales Solicitation law and regulations should the company resume doing business in Tennessee
5. Mr Fischer agrees that a designated representative will participate telephonically or in person at the Authority Conference during which the Directors consider this Settlement Agreement.
6. In the event that Mr. Fischer fails to comply with the terms and conditions of this Settlement Agreement, the Authority reserves the right to re-open this docket Should any violation of the provisions of this Agreement occur subsequent to the date of this Settlement Agreement, such violation shall be treated as a new violation and shall not be deemed cause to re-open this docket.
7. If any clause, provision or section of this Settlement Agreement for any reason is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability, shall not affect any other clause, provision or section of this Settlement Agreement and this Settlement Agreement shall be construed and

¹ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, sent to 460 James Robertson Parkway, Nashville, Tennessee 37243, referencing TRA Docket Number 04-00234

enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

- 8 This Settlement Agreement represents the entire agreement between the parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Settlement Agreement, which are not fully expressed herein or attached hereto.

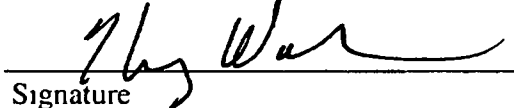


Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

Sept. 30, 2004

Date

Henry Walker for Christopher James
Fischer d/b/a Satellite Solutions



Signature

Henry Walker

Print Name

Attorney for Chris Fischer

Print Title

Sept. 30, 2004

Date